

The following provisions are an integral part of the contract of rental between Lessor (M & R Rental and Sales) and Lessee as fully and in the same extent as if the same were set forth on the front side.

Lessee covenants and agrees to keep the Lessor harmless and free from any and all cost, claims and liability arising out of the use, operation, handling, maintenance and/or delivery of said equipment. Lessee further covenants and agrees to pay Lessor in full for any and all damage caused to or suffered by said equipment regardless of cause, ordinary wear and tear excepted from time of rental to time of return. Lessee expressly agrees that Lessor's statement of charges in connection with any loss or damage caused to or suffered by said equipment while in Lessee's possession shall be accepted as correct by Lessee and be paid by Lessee forthwith. In case of loss or destruction of said rental equipment, or loss of possession thereof, or inability to return same to Lessor, the Lessee agrees to pay Lessor the complete and full replacement value of said equipment.

There are no warranties of merchantability or fitness either expressed or implied which extend beyond the description on the face hereof.

All tools and other equipment are used at Lessee's risk. Conditions which prevent satisfactory operation of equipment do no relieve Lessee of his responsibility for rental charges.

Lessee assumes all responsibility for equipment while out of possession of Lessor and promises to return such equipment to the Lessor in as good condition as it was at the effective date of the lease, natural wear from responsible use excepted. Lessee shall be liable for any loss, theft, damage or destruction of leased property.

It is agreed that the rented property is leased to Lessee by the Lessor and will be used by the Lessee at the designated address for the stated period and solely for the purpose for which said equipment was manufactured and intended.

Scheduled rental rates begin when equipment leaves Lessor's store and continue until returned thereto. A cleaning charge will be made on items returned unclean. No refund or adjustment will be made due to weather conditions or any other circumstances beyond Lessor's control.

Lessee agrees to pay in full all remaining rental charges incurred by Lessee on said rented property upon the return of the rented property. Lessee further agrees that all charges for rental, damage or cleaning will be paid by Lessee and that all collection fees, including fifteen percent (15%) attorney fees, court costs, and any other expense involved in the collection of these charges will be paid by Lessee.

Lessee agrees to use said equipment in a careful, prudent manner and acknowledges that he fully understands the proper method of operating any and all of said equipment.

If the equipment becomes unsafe or in disrepair as a result of normal use, Lessee agrees to discontinue use and notify Lessor who will replace the equipment with similar equipment in good working order, if available. Lessor is not responsible for any incidental or consequential damages caused by delays or otherwise.

If Lessee has falsified any of the facts respecting Lessee's name, address, identifying data, or other material facts, or if said equipment has not been returned within forty-eight (48) hours of Return Date, then without any notice to Lessee, the Lessor shall be authorized to notify the proper authorities that said equipment has been stolen as well as take what other legal action is available to Lessor.

Lessee agrees to assume the risk of and hold Lessor harmless for property damage and personal injuries caused by the equipment and/or arising out of Lessee's use of said rented property. Lessee is responsible for securing liability insurance on the items covered in this agreement. Lessee agrees to hold Lessor harmless for property damage and personal injuries caused by the equipment and/or arising out of any negligence on the part of Lessor.

Lessee shall be responsible for property insurance on said rented property that will cover loss or damage to said rented property.

Title to the rented property shall at all times remain with the Lessor and Lessee will at any time upon demand from Lessor return said rented property to Lessor even though said demand may be earlier than the return date and time.

A daily rental constitutes an eight hour work day and Lessor agrees to pay for any time over the eight hours allotted for a daily rental.

Use of any of M & R's property constitutes acceptance of any and all terms listed above.